

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

STATE OF ARIZONA,

Plaintiff,

vs.

JUSTIN BLAKE GONNIE,

Defendant.

DOB: 08/11/1996

SSN: XXX-XX-0957

NO. P1300CR202000058

**PLEA AGREEMENT**

Assigned to Division 3

The **STATE OF ARIZONA** and the Defendant hereby agree to the following disposition of this case:

**PLEA:** The Defendant agrees to plead **GUILTY** to:

Count 1 of the Indictment (As Amended): **AGGRAVATED ASSAULT**, committed on or about November 24, 2019, in violation of ARS §§13-1204(A)(2), a class 3 felony.

Count 2 of the Indictment (As Amended): **AGGRAVATED ASSAULT**, committed on or about November 24, 2019, in violation of ARS §§13-1204(A)(2), a class 3 felony.

Count 3 of the Indictment (As Amended): **AGGRAVATED ASSAULT**, committed on or about November 24, 2019, in violation of ARS §§13-1204(A)(2), a class 3 felony.

Count 4 of the Indictment: **AGGRAVATED DRIVING OR ACTUAL PHYSICAL CONTROL WHILE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS**, committed on or about November 24, 2019, in violation of ARS §28-1383(A)(5), a class 4 felony.

Count 7 of the Indictment (As Amended) (consolidating Counts 7 through 14): **ENDANGERMENT**, committed on or about November 24, 2019, in violation of ARS §§13-1201(A), a class 6 designated felony.

The offenses in Counts 1, 2, and 3 are Dangerous Offenses under the Criminal Code pursuant to the definition in A.R.S. §13-105. As such, they could be subject to enhanced sentencing pursuant to A.R.S. §13-704. However, A.R.S. §13-704(L) requires that the State allege in the indictment/information or separate pleading that the offenses are subject to sentencing under A.R.S. §13-704 in order to be subject to the enhanced sentencing. The State, pursuant to the terms of this Plea Agreement, is either not alleging the sentencing enhancement pursuant to A.R.S. §13-704, or if already alleged, is withdrawing and dismissing that allegation as to these Counts in order to provide Defendant the benefit of the Non-Dangerous sentencing range. Therefore, as to these Counts, Defendant will be subject to the Non-Dangerous sentencing ranges as set forth below. However, Defendant hereby acknowledges that should Defendant be charged with another felony offense in the future, the State can allege this offense as a Dangerous prior felony for purposes of enhanced sentencing.

All remaining counts are non-dangerous, non-repetitive offenses under the Criminal Code.

**TERMS:** On the following understanding, terms and conditions:

1. Pursuant to A.R.S. §§13-702 and 13-701, each class 3 felony carries a presumptive sentence of 3.5 years; a minimum sentence of 2.5 years (a mitigated sentence of 2 years); and a maximum sentence of 7 years (an aggravated sentence of 8.75 years).
2. Pursuant to A.R.S. §§13-702 and 13-701, each class 4 felony carries a presumptive sentence of 2.5 years; a minimum sentence of 1.5 years (a mitigated sentence of 1 year); and a maximum sentence of 3 years (an aggravated sentence of 3.75 years).
3. Pursuant to A.R.S. §§13-702 and 13-701, each class 6 felony carries a presumptive sentence of 1 year; a minimum sentence of .5 year (a mitigated sentence of .33 year); and a maximum sentence of 1.5 years (an aggravated sentence of 2 years).

Pursuant to A.R.S. §13-801, the maximum fine that can be imposed for each felony is **\$150,000** plus 78% in surcharges.

As to Count 1 probation **is not** available.

As to all remaining counts, probation is available for a term not to exceed 10 years.

Restitution of economic loss to the victim(s), **Celeste Agena, Fredrick Akutsu, Luke Alexander, Michael Fox, Dabra Gonnies, Skylar Hicks, Richard Howell, Erick Knotts, Judith Lutz, Lauren Pellin, Jack Peterson, Susanne Schreiber, Arizona Department of Transportation**, or their subrogees (including, but not limited to, the Yavapai County Crime Victim Compensation Fund and/or the victim(s)'s insurance or benefit plan) or any third parties who provided or will provide medical or mental health services to the victim(s), shall be in an amount not to exceed \$3,000,000.00.

A defendant who is sentenced to prison is eligible to earn a release credit day for every six (6) days served.

If/when Defendant is sentenced to prison, Defendant shall also be sentenced to serve a term of **community supervision** equal to one-seventh of the prison term; this community supervision term shall be served consecutively to the actual period of imprisonment. If Defendant fails to abide by the conditions of community supervision, Defendant can be required to serve the remaining term of community supervision in prison.

Pursuant to A.R.S. §13-610, Defendant shall submit to deoxyribonucleic acid (DNA) testing for law enforcement identification purposes.

**Special conditions regarding sentence, parole, or commutation, if any:**

For the violation of A.R.S. §28-1383(A)(1) or (A)(2) (Aggravated DUI), the statutes provide for the following minimum sanctions:

- A. Defendant is not eligible for probation, pardon, commutation or suspension of sentence until Defendant has served not less than four (4) months in prison.
- B. Defendant must pay the following:
  - a. Base fine of not less than \$750.00.
  - b. Surcharges amounting to 78% of the base fine.
  - c. Probation surcharge of \$20.00.
  - d. Prison Construction assessment of \$1,500.00.
  - e. DUI Abatement fee of \$250.00.
  - f. Public Safety Equipment assessment of \$1,500.00.
- C. Defendant must attend and complete alcohol or drug screening, counseling and education as ordered by the Court.
- D. If Defendant is placed on probation in lieu of prison and he/she fails to attend and complete the alcohol or drug screening, counseling and education, then the Court may revoke his/her probation and sentence Defendant to prison, or the Court may reinstate Defendant to probation with an additional term of incarceration not to exceed four (4) months. If Defendant's probation is again revoked and he/she is sentenced to prison, Defendant will not be given credit for time served on the latter sentencing.
- E. Defendant must surrender his/her driver's license to the Clerk of the Court.
- F. The Court shall report this conviction to the Department of Transportation-Motor Vehicle Division. This conviction can result in further sanctions by the Department of

Transportation-Motor Vehicle Division, including possible revocation of your license and/or privilege to drive.

- G. If probation is available according to the terms of this Plea Agreement, it shall be for a term not to exceed ten (10) years.
- H. Pursuant to A.R.S. §28-1444, Defendant may be ordered to reimburse the Yavapai County Jail District for the costs of incarceration in the stipulated amount of \$150.00 for the first day and \$70.00 per day for each day thereafter.

2. The parties stipulate to the following additional terms (subject to Court approval at sentencing as set forth in paragraph 8):

Defendant agrees to make a factual basis for the change of plea.

**As to Count 1, Defendant shall be sentenced to a term of imprisonment in the Department of Corrections for no less than four (4) years.**

**As to all remaining Counts, Defendant shall be sentenced to a term of probation to begin upon his discharge from the Department of Corrections.**

Pursuant to A.R.S. §12-116.09, Defendant shall also pay a \$2.00 victims' rights enforcement fund penalty assessment.

Pursuant to A.R.S. §13-4436 and/or stipulation of the parties, the Court shall retain jurisdiction to decide any and all victim restitution issues in this matter during any period of probation or imprisonment imposed upon Defendant (or any other constitutionally or statutorily authorized period of time) including the amount of restitution (unless it is already stipulated in this Plea Agreement). For purposes of any restitution hearing, the parties stipulate that the Arizona Rules of Evidence shall not apply to the presentation of evidence to the Court by the State on behalf of the victim(s) or their subrogees (including, but not limited to, the Yavapai County Crime Victim Compensation Fund and/or the victim(s)'s insurance or benefit plan) or any third parties who provided or will provide medical or mental health services to the victim(s). Additionally, the parties stipulate that in lieu of victim testimony, the Court may consider written statements or summaries from the victim(s) or estate of the victim(s) concerning restitution. Defendant agrees that the amount of restitution will not be limited by the nature or level of the particular crime(s) pled to above. Defendant agrees to fully repay any third parties who provided or will provide medical or mental health services to the victim(s) arising from defendant's conduct, notwithstanding any agreement between the third party and the victim (or anyone acting on the victim's behalf) that reduced the victim's obligation to repay the full amount of the debt through any agreement. Defendant agrees to pay restitution to the victim(s) of his/her criminal conduct, or their subrogees or any third parties who provided or will provide medical or mental health services to the victim(s) (see above), whether or not they

are included in the Indictment/Information or this Plea Agreement. Defendant understands that any restitution shall incur interest at the statutory rate of ten percent (10%) per annum.

Defendant shall not enter or remain in the United States in violation of any federal immigration laws.

3. The following charges are dismissed, or if not yet filed, shall not be brought against Defendant:

All remaining counts of the Information or Indictment not pled to above.

4. This Plea Agreement, unless rejected or withdrawn or subsequently set aside in post-conviction proceedings, serves to amend the complaint, indictment, or information to charge the offense to which Defendant pleads, without the filing of any additional pleading. If the Plea Agreement is rejected or withdrawn, or if the conviction is subsequently set aside in post-conviction proceedings, the original charges and any charges that are dismissed by reason of this Plea Agreement are automatically reinstated. Defendant hereby waives any statute of limitations defense as to charges dismissed pursuant to this Plea Agreement.

5. Defendant, by entering this Plea Agreement, hereby waives and gives up his/her rights to a preliminary hearing or other probable cause determination on the charges to which he/she pleads. Defendant agrees that this Plea Agreement shall not be binding on the State should Defendant be charged with or commit a crime between the time this Plea Agreement was offered by the State to the Defendant and the time for sentencing in this cause; nor shall this Plea Agreement be binding on the State until the State confirms all representations made by Defendant and his/her attorney, to-wit: Defendant avows that he/she has no prior felony convictions, and agrees, should it be determined that he/she does have one or more felony convictions, to waive double jeopardy to allow the State to withdraw from this Plea Agreement and to reinstatement of the original charges together with the further possibility of an allegation of such prior record at the discretion of the prosecutor.

Defendant avows that all personal identifying information (name, partial social security number, and date of birth) contained in this Plea Agreement is true and correct. Further, Defendant acknowledges that the State has relied on the personal information provided at his/her arrest before offering this Plea Agreement and understands that if the personal identifying information contained herein is false, the State may withdraw from this Plea Agreement and that he/she may be subjected to further prosecution for these false statements.

6. Unless this Plea Agreement is rejected or withdrawn, Defendant hereby waives and gives up any and all motions, defenses, objections, or requests which he/she has made or

raised, or could assert hereafter, to the Court's entry of judgment against him/her and imposition of a sentence upon him/her consistent with this Plea Agreement. Defendant acknowledges that by entering this Plea Agreement he/she will have no right of direct appeal (A.R.S. §13-4033).

7. The parties hereto fully and completely understand and agree that by entering into this Plea Agreement, Defendant consents to judicial fact-finding by a preponderance of the evidence as to any aspect or enhancement of sentence, and that any sentence either stipulated to or recommended herein in paragraph 2 is not binding on the Court. In making the sentencing determination, the Court is not bound by the rules of evidence. If, after accepting this Plea Agreement, the Court concludes that any of its provisions regarding the sentence or the term and conditions of probation are inappropriate, it can reject the plea, giving the State and Defendant each an opportunity to withdraw from the Plea Agreement. In the event this Plea Agreement is withdrawn, all original charges will be automatically reinstated.

8. The parties hereto fully and completely understand and agree that it is the Court's duty to impose sentence upon Defendant and that any sentence either stipulated to or recommended herein in paragraph 2 is not binding upon the Court, and that the Court need not accept either the stipulation or recommendation but is bound only by the limits set forth in paragraph 1 and the applicable statutes.

9. This Plea Agreement in no way prohibits or hinders the State's ability to pursue a civil forfeiture or other property forfeiture or other property forfeiture action pursuant to Titles 13, 28 or other applicable sections of the Arizona Revised Statutes or Federal law.

10. If you are not a citizen of the United States, pleading guilty or no contest to a crime may affect your immigration status. Admitting guilt may result in deportation, even if the charge is later dismissed. Your plea or admission of guilt could result in your deportation or removal, could prevent you from ever being able to get legal status in the United States, or could prevent you from becoming a United States citizen.

I have read and understand the provisions of this Plea Agreement. I have discussed the case and my constitutional rights with my lawyer. I understand that by pleading **guilty**, I will be waiving and giving up my right to a trial by jury to determine guilt and to determine any fact used to impose a sentence within the range stated above in paragraph 1, to confront, cross-examine, compel the attendance of witnesses, to present evidence in my behalf, my privilege against self-incrimination and the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein. I fully understand that if, as part of this plea bargain, I am granted probation by the Court, the terms and conditions thereof are subject to modification at any time during the period of probation. I understand that if I violate any of the written conditions of my probation, my

probation may be terminated and I can be sentenced to any term or terms stated above in paragraph 1.

I have personally and voluntarily placed my initials on each page of this Plea Agreement and I have signed the signature line below to indicate that I have read and approved of all of the previous paragraphs in this Plea Agreement, both individually and as a total binding agreement.

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Date

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**JUSTIN BLAKE GONNIE**  
Defendant

I have discussed this case with my client in detail and advised my client of his/her constitutional rights and all possible defenses. I believe that the defendant's plea is knowing, intelligent, and voluntary and that the plea and disposition are consistent with law.

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Date

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**Christopher B. Misbach**  
Attorney for Defendant

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

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07/14/2020

Date



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**Henry Edward Whitmer**  
Deputy County Attorney